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Collective Bargaining Agreements

11-13-1935

Retail Clerks' International Protective Association, Local 707, AFL (1935)

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Retail Clerks' International Protective Association, Local 707, AFL (1935)

Location

Philadelphia, PA

Effective Date

11-13-1935

Expiration Date

9-13-1936

Number of Workers

25

Union

Retail Clerks' International Protective Association

Union Local

707

NAICS

44

Sector

Private

Item ID

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Comments

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AGREEMENT OF EMPLOYMENT

SAMUEL PACKMAN
attorney-at-law
602 Bulletin Bldg. Phila. Pa.

Handwritten:
1/10/1919
up date



A G R E E M E N T made and entered into this _____
 Day of _____ A. D. 1935, by and between _____

located at _____
 in the City and County of Philadelphia, State of Pennsylvania,
 hereinafter known as "EMPLOYER" and the Retail Clerks Protective
 Association of Philadelphia, Local 707 affiliated with the
 American Federation of Labor, hereinafter known as the "Union."

WHEREAS, the employer is engaged in the Retail
 sale of silks and woolens, etc., and;

WHEREAS, the employer and the union are desirous
 of reaching amicable agreements and settlements, and;

WHEREAS, the employer and the union are desirous
 to maintain at all times friendly relations with each other so
 as to foster and promote the interests of both employer and
 union, and;

WHEREAS, the said union represents retail clerks
 and is desirous to promote the welfare of the retail trade,
 and at all times to have and continue peaceful relations with
 the employer, WITNESSETH, THEREFORE, that in consideration of
 the mutual agreements and covenants herein contained and for
 other good and lawful considerations, the parties hereto agree
 as follows:

RECOGNITION OF THE UNION

1. The employer agrees that he will recognize
 the union known as the Retail Clerks Protective Association
 of Philadelphia, Local 707, affiliated with the American Fe-
 deration of Labor, as the spokesman of the workers in this
 industry or trade in all negotiations between the said employer
 and the union, and in all disputes that may arise between the
 employer and the employees in said store, industry, or trade,

2. It is further agreed between employer and the union that the executive committee or a committee properly elected and delegated by the said union will constitute the said union's representative in all negotiations between the employer in any matter that may affect the working conditions and disputes in the said store or stores, industry and trade.

3. The employer further agrees to recognize authorized union officers and to permit no more than two of them to visit the store, investigate working conditions and adjust disputes, provided, that such visit shall be made during reasonable hours and provided further that the adjustment of disputes shall be made after working hours or on a specifically designated time agreeable to both employer and union.

EMPLOYMENT

1. The employer agrees to employ none but members of good standing of the said union to perform all operations in the matter of inside sales of silks, woollens and draperies. A union card or word card, until the employer is notified of its cancellation shall constitute proper credentials to the employer of the member's good standing in said union.

It is understood that this provision shall not apply or affect the employer and the members of the employer's family, to wit: said employer's wife, daughters, or/and sons above the age of 18, brothers, or/and brothers-in-law, excepting that in the case of brothers and brothers-in-law not more than two can be employed in said store at the same time, provided, however, that this last clause shall not affect or disturb the employment of any members of the family at the signing of this agreement.

2. The employer further agrees that when in need of new or additional help he will apply to the office of the

union for same. The employer will engage only such workers who will identify themselves by submitting a work card issued by said union.

3. The trial period for newly engaged workers shall be during the first two weeks of employment after which time such workers are to be considered regular employees of the employer.

4. No worker shall be discharged by the employer unless there will be sufficient reason. Under no circumstances shall an employee be discharged for union activity. In all cases of discharge an opportunity shall be given for a joint investigation by the employer and union. Before any employee may be discharged the employer indicating such discharge shall give seven (7) days notice to the union of his intention to do so and the causes therefor, and during said time a joint employer and union investigation shall be made for the purpose of determining whether the reasons for the discharge are sufficient. No employee shall be discharged unless a mutual agreement between employer and union shall have been reached. Should a dispute arise in this connection, then it shall be submitted for adjustment as provided for under Adjustment of Disputes.

It is understood and agreed that this provision shall not in any way abridge the right of any employee from proceeding against the employer to enforce the provisions of the agreement of employment he may have with the employer in case such employee may be discharged.

It is understood and agreed that the employer shall have a right at the expiration of nine months of this agreement to give one months' notice to any of his employees of his desire to terminate the employment of said employee, and at the end of said month the employer shall have a right to dispose

of the services of said employee for any cause without submitting the discharge to the union.

5. The Union agrees to furnish employer with any and all additional workers he may request upon three days notice upon the terms and conditions contained in this agreement, provided, that the union shall supply workers who are experienced in the selling of dry goods, silks and woolens. If within the said time the union is unable to furnish said help as requested by the employer, the employer may employ any help he may see fit provided that the said help, employee or employees will and must join the union within two weeks from the time of such employment.

WORKING CONDITIONS AND COMPENSATION

1. A work week shall consist of 48 hours, and the employee may work when requested six (6) hours over time in any one week, provided, however, that any and all over time shall be equally divided among the employees of the employer, and provided, further that for said over time employee shall receive \$1.00 per hour each.

No person employed under this agreement shall work later on any day than 10:00 P. M. and on Saturdays not later than 10:30 P. M. provided, of course, that these hours shall not apply when over time is worked.

The minimum wage of the employees covered by this agreement shall be \$25.00 per week. Apprentices are to be paid for the first six months of such apprenticeship a minimum of \$18.00 per week, or the wages of such apprentices shall be mutually agreed upon between employer and the union.

Each employee covered by this agreement shall receive one weeks' vacation and be paid therefor. No employee covered by this agreement shall work later than 6:00 P.M. on the following legal holidays: New Years Day, Decoration Day,

July 4th, Lanor Day, Thanksgiving and Christmas, and on the jewish holidays of Rosh Hashonah and Yom Kipur there should be no work performed by the employees, but the employees covered hereunder shall be paid for the said days.

2. It is understood and agreed that all employees now employed in the said trade shall receive an increase of 25% if their present wage is under \$35.00 per week, provided, however, that should an employee now be receiving less than \$25.00 then the employer shall increase said employee's wage to the basic minimum of \$25.00, and give said employee an increase of 25%. It is understood and agreed that the employees receiving \$35.00 and above per week shall receive an increase of 15%. Said increase to commence upon the signing of this agreement.

3. An apprentice must become a member of the union after two weeks employment. Only one apprantice is permitted for each store where there are four salesmen or less; where there are more than four salesmen the employer may employ two apprantices.

ADJUSTMENT OF DISPUTES

1. The employer and the union agree that all matters in controversy or dispute shall be taken up immediately for adjustment by the employer and an authorized member of the union. If the two shall be unable to reach an agreement, then the dispute shall be taken up by a Board of Adjustments, said Board to consist of the employer and his representative, two representatives of the union. The said four shall appoint an impartial chairman who shall be neither affiliated with the employer or with the union, and the said Board of five shall hear and determine and render a decision, said decision shall be final and binding on both the employer and the union.

2. This agreement shall go into effect on the

13th day of November, 1935, and shall continue in force for ten months, to wit: September 13, 1936.

MISCELLANEOUS

1. It is further understood and agreed that should either the employer or the union be desirous to change this agreement after its termination, then either party may give to the other one months' written notice prior to the expiration of this agreement during which time a new agreement may be negotiated and entered into, and all disputes may be settled and desired changes in this agreement concluded. Should no notice be given by either the union or the employer then the agreement shall continue from year to year until terminated by notice as hereinabove provided.

2. It is understood and agreed that during the term of this agreement there will be no lock-outs on the part of the employer, and the union agrees on its behalf that there will be no strikes during the said term of this agreement, but that all disputes be settled during the term of this agreement in a peaceful and amicable manner as hereinabove provided.

IN WITNESS WHEREOF and for the faithful performance thereof the parties to this agreement have hereunto set their hands and seals the day and year first above written thereby binding themselves, their executors, administrators, successors and assigns.

Paul Kinross (SEAL)

A. Peay (SEAL)

____ (SEAL)

____ (SEAL)



(3121)

U.S. Department of Labor
BUREAU OF LABOR STATISTICS
Washington

35-12-24

Philadelphia

COLLECTION OF UNION AGREEMENTS
May 15, 1936

Local Union Retail Clerks' Protective Association #707Address Abraham Klein, 2432 So. Seventh Street 339 South st

1. What branch of the trade is covered by this local? Retail Clerks (Silk & woolen fine goods)
2. Number of employers with whom union has effective agreements. 5
(If a number of employers sign identical agreements, please attach copy of the agreement and list employers below. If all provisions in the various agreements are not identical, get copies of each and fill out a separate schedule for each different type.)
3. Number of union members covered by agreement attached to this schedule. 75
4. Number of non-members covered. None
5. Names of companies or employers' associations :
signing the attached agreement. (If signed by : Beginning : Date of
an association, please give name of associa- : Date : Termination
tion and number of companies.) : :
L. Myerson's Phila Pa : Oct 1, 1935 : Sept 30, 1936
H Myerson's " " : Do : Do
Staplers' " " : } : }
Spivack's " " : } : }
Rappaport's " " : } : }
Will mail copy of agreement.

6. Indicate if union wishes to have us keep identity of this agreement confidential. _____

Smith
(Name of Agent)July 3, 1936
(Date)Abraham Klein
(Signature of person furnishing information)Member & Ex Secy
(Office or Position)339 South st
(Address)